

IAPG Rec'd PCT/PTO 26 JUN 2006

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: June 22, 2006

Signature:

*Shawn P. Foley*  
(Shawn P. Foley)

Docket No.: TEVNHC 3.3-103  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of  
Woolfe et al

Application No.: 10/516,943

International Appln. No.  
PCT/GB03/02669

International Appln. Filing Date:  
6/20/03

For: PHARMACEUTICAL COMPOSITION

Mail Stop PCT  
Commissioner for Patents  
Office of PCT Legal Administration  
P.O. Box 1450  
Alexandria, VA 22313-1450

RENEWED PETITION UNDER 37 CFR 1.47(a)

Dear Sir:

Applicant, Norton Healthcare Limited, through the counsel to Ivax Corporation (sole shareholder of Norton Healthcare Limited), Michael A. Steinberg, filed a Petition Under 37 CFR 1.47(a) on November 17, 2005, to accept the application without the signatures of two joint inventors, namely, Jacqueline Yvonne Allen and Mark Clifford Elliot. In a Decision on Petition mailed February 24, 2006, the petition was dismissed for failure to provide certain statements with respect to providing a complete copy of the application papers to inventor Allen and for failure to show the efforts made to contact inventor Elliot. It is respectfully requested that the PTO review the attached and accord the national stage application status under 37 CFR 1.47(a).

ENCLOSURE

The undersigned attorney has recently taken over representation of the assignee for the above application and has reviewed the file contents as provided by the previous counsel to Ivax Corporation. The file contained the Petition Under 37 CFR 1.47(a) submitted by previous counsel on November 17, 2005. The Decision on the Petition was forwarded via email to the undersigned by counsel for the assignee, Norton Healthcare Limited, David William Cottam, on April 24, 2006.

In response to the PTO's Decision on Petition, attached herewith are the Affidavits of David William Cottam, Intellectual Property Counsel (Exhibit A), Annette Cunningham, European Director-Intellectual Property (Exhibit B), and Simone Frankel, Personal Assistant to the European Director-Intellectual Property for Norton Healthcare Limited (Exhibit C).

In compliance with the requirements of 37 CFR 1.47, the attached Affidavits show that Ms. Allen was presented with a copy of all of the national stage application papers for this application and explain the details relating to the efforts made to contact Ms. Allen to obtain her signature on the declaration. The attached affidavits also show the diligent (but unsuccessful) efforts made to locate Mr. Elliot to obtain his signature on the declaration.

As stated in the Decision on Petition dated February 24, 2006, all other requirements have been satisfied. In view of the attached Affidavits, it is respectfully requested that the present renewed petition be granted. It is believed that no

Application No.: 10/516,943

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petition fee is due. However, if there are any fees due and owing, the PTO is authorized to charge Deposit Account No. 12-1095 therefor.

Dated: June 22, 2006

Respectfully submitted,

By Shawn P. Foley  
SHAWN P. FOLEY  
Registration No.: 33,071  
Under 37 CFR 1.34(a)  
LERNER, DAVID, LITTENBERG,  
KRUMHOLZ & MENTLIK, LLP  
600 South Avenue West  
Westfield, New Jersey 07090  
(908) 654-5000  
Attorney for Applicant

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## ASSIGNMENT

WHEREAS we, WOOLFE, Austen John; LANGFORD, Alan; ALLEN, Jacqueline Yvonne; and ELLIOTT, Mark Clifford; have made an invention which is the subject of an international application under the Patent Cooperation Treaty ("PCT") patent application entitled PHARMACEUTICAL COMPOSITION, PCT/GB2003/002669 filed 20 June 2003 ("Application"); and

WHEREAS **NORTON HEALTHCARE LIMITED**, a British company having its principal place of business at Ivax Quays, Albert Basin, Royal Docks, London E16 2QT, United Kingdom, wishes to acquire the entire interest in all our inventions disclosed in such Application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Norton Healthcare Limited, its successors and assigns our entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, re-examinations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Norton Healthcare Limited for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Norton Healthcare Limited not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Norton Healthcare Limited that upon request we and they will, without further consideration than that now paid, but at the expense of Norton Healthcare Limited, its successors or assigns: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, re-examined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Norton Healthcare Limited any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Norton Healthcare Limited, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Norton Healthcare Limited or its nominees, in the United States and in all other countries where Norton Healthcare Limited may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Norton Healthcare Limited and to vest and confirm in Norton Healthcare Limited or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

A. J. Woolfe

Austen John WOOLFE

14/12/04

Date

First Witness

R. Ceccato

Signature

R. Ceccato

Printed Name

Address: 8 STANNES RD

LONDON COLNEY

ST ALBANS AL2 1LJ

Second Witness

J. Man

Signature

JOHN MAN

Printed Name

Address: 17 Russells Ride

Cheshunt Waltham Cross

Hertfordshire EN8 8TS

Alan LANGFORD

Date

First Witness

Signature

Printed Name

Address: \_\_\_\_\_

Second Witness

Signature

Printed Name

Address: \_\_\_\_\_

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Jacqueline Yvonne ALLEN

\_\_\_\_\_  
Date

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First Witness

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Second Witness

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Mark Clifford ELLIOTT

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First Witness

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**WHEREAS** **NORTON HEALTHCARE LIMITED**, a British company having its principal place of business at Ivax Quays, Albert Basin, Royal Docks, London E16 2QT, United Kingdom, wishes to acquire the entire interest in all our inventions disclosed in such Application;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Norton Healthcare Limited, its successors and assigns our entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, re-examinations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Norton Healthcare Limited for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Norton Healthcare Limited not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Norton Healthcare Limited that upon request we and they will, without further consideration than that now paid, but at the expense of Norton Healthcare Limited, its successors or assigns: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, re-examined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Norton Healthcare Limited any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Norton Healthcare Limited, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Norton Healthcare Limited or its nominees, in the United States and in all other countries where Norton Healthcare Limited may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Norton Healthcare Limited and to vest and confirm in Norton Healthcare Limited or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

\_\_\_\_\_  
Austen John WOOLFE

\_\_\_\_\_  
Date

First Witness

Second Witness

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Signature

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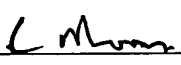
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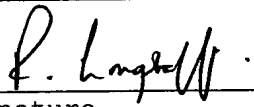
  
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Alan LANGFORD

9<sup>th</sup> December 2004  
\_\_\_\_\_  
Date

First Witness

Second Witness

  
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Signature

  
\_\_\_\_\_  
Signature

CHRISTOPHER WALTER JAMES MORRIS  
\_\_\_\_\_  
Printed Name

ROGER WREFORD LONGSTAFF  
\_\_\_\_\_  
Printed Name

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Jacqueline Yvonne ALLEN

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Date

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First Witness

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Second Witness

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Mark Clifford ELLIOTT

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Date

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